

RECORDATION NO. 28028 FILED

SEP 01 '09 -2 00 PM

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

SURFACE TRANSPORTATION BOARD

September 1, 2009

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Credit Agreement and Security Agreement, dated as of September 1, 2009, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Administrative Agent.	Bank of America, N.A. One Financial Plaza Providence, RI 02903
Borrower:	Lansing Trade Group, LLC 10975 Benson Drive, Suite 400 Overland Park, KS 66210
Guarantors:	Lansing Brasil Holdings, LLC, Lansing Cotton, LLC, Lansing Disc, Inc., Lansing Ethanol Services, LLC, Lansing-Louisiana, LLC, Lansing Propriety, LLC, Lansing South America Holdings, LLC, Lansing South America, LLC 10975 Benson Drive, Suite 400 Overland Park, KS 66210

Anne K. Quinlan, Esq.
September 1, 2009
Page 2

A description of the railroad equipment covered by the enclosed document is:

All railcars and other NON-SELF-POWERED rolling stock of the Borrower and Guarantors whether now owned or hereafter acquired.

A short summary of the document to appear in the index is:

Memorandum of Credit Agreement and Security Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

SEP 01 '09 -2 00 PM

MEMORANDUM OF CREDIT AGREEMENT AND SECURITY AGREEMENT **SURFACE TRANSPORTATION BOARD**

This Memorandum of Credit Agreement and Security Agreement is made and entered into as of September 1, 2009, by and among LANSING TRADE GROUP, LLC, a Delaware limited liability company (the "Borrower"), LANSING BRASIL HOLDINGS, LLC, a Delaware limited liability company, LANSING COTTON LLC, a Delaware limited liability company, LANSING DISC, INC., a Delaware corporation, LANSING ETHANOL SERVICES, LLC, a Delaware limited liability company, LANSING-LOUISIANA, LLC, a Delaware limited liability company, LANSING PROPRIETARY, LLC, a Delaware limited liability company, LANSING SOUTH AMERICA HOLDINGS, LLC, a Delaware limited liability company, and LANSING SOUTH AMERICA, LLC, a Delaware limited liability company (the "Guarantors", together with the Borrower, the "Loan Parties"), and BANK OF AMERICA, N.A., as agent (in such capacity, the "Administrative Agent") for the lenders party to the Credit Agreement (the "Lenders"), respecting (i) that certain Credit Agreement dated as of September 1, 2009 (the "Credit Agreement") among the Loan Parties, the Administrative Agent and the Lenders and (ii) that certain Security and Pledge Agreement dated as of September 1, 2009 (the "Security Agreement") among the Loan Parties, each as an "Obligor," and the Administrative Agent.

The Loan Parties and Administrative Agent hereby affirm and acknowledge that: (a) the Lenders have agreed to make loans and other extensions of credit to the Borrower and the Borrower has agreed to borrow and accept other extensions of credit from the Lenders, in each case pursuant to the Credit Agreement and (b) the Loan parties have agreed to grant to the Administrative Agent, for the benefit of itself and the Lenders, a first priority security interest in all railcars and other non-self-powered rolling stock of the Loan Parties whether now owned or hereafter acquired, effective as of the date hereof and subject to the terms of the Credit Agreement and the Security Agreement.

[SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Credit Agreement and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

BORROWER:

ADMINISTRATIVE AGENT:

LANSING TRADE GROUP, LLC

BANK OF AMERICA, N.A.

By Keri Clark
Name: Kevin Clark
Title: Chief Financial Officer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Credit Agreement and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

BORROWER:

LANSING TRADE GROUP, LLC

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By:  _____

Name: Michael Brashler

Title: Vice President

GUARANTORS

LANSING BRASIL HOLDINGS, LLC

By: Kevin Clark
Name: Kevin Clark
Title: Vice President

LANSING DISC, INC

By: Kevin Clark
Name: Kevin Clark
Title: Treasurer

LANSING-LOUISIANA, LLC

By: Kevin Clark
Name: Kevin Clark
Title: Vice President

LANSING SOUTH AMERICA HOLDINGS, LLC

By: Kevin Clark
Name: Kevin Clark
Title: Vice President

LANSING COTTON LLC

By: Kevin Clark
Name: Kevin Clark
Title: Vice President

LANSING ETHANOL SERVICES, LLC

By: Kevin Clark
Name: Kevin Clark
Title: Secretary

LANSING PROPRIETARY, LLC

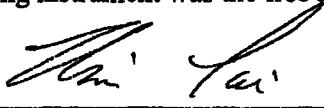
By: Kevin Clark
Name: Kevin Clark
Title: Secretary

LANSING SOUTH AMERICA, LLC

By: Kevin Clark
Name: Kevin Clark
Title: Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 14th of August, 2009, before me personally appeared Michael Brashler, to me personally known, who being duly sworn, stated that he is Vice President of BANK OF AMERICA, N.A., that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public

My Commission Expires

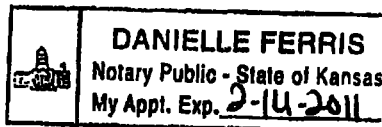


STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is CFO of LANSING TRADE GROUP, LLC, that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My Commission Expires 2-14-2011

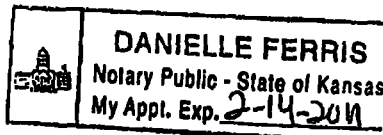


STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is Vice President of LANSING BRASIL HOLDINGS, LLC, that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My Commission Expires 2-14-2011



STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is Vice President of LANSING COTTON LLC, that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My Commission Expires 2-14-2011



STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is Treasurer of LANSING DISC, INC., that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

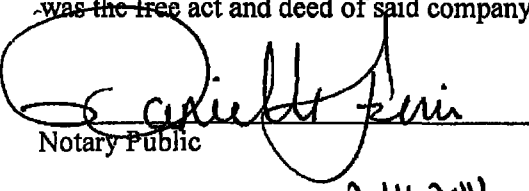

Notary Public

My Commission Expires 2-14-2011

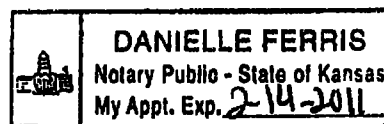


STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is Secretary of LANSING ETHANOL SERVICES, LLC, that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

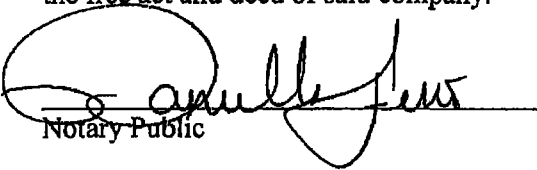

Notary Public

My Commission Expires 2-14-2011



STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is Vice President of LANSING-LOUISIANA, LLC, that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My Commission Expires 2-14-2011

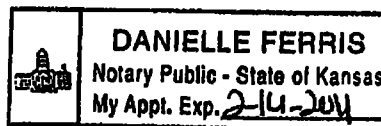


STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is Secretary of LANSING PROPRIETARY, LLC, that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My Commission Expires 2-14-2011



STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is Vice President of LANSING SOUTH AMERICA HOLDINGS, LLC, that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company

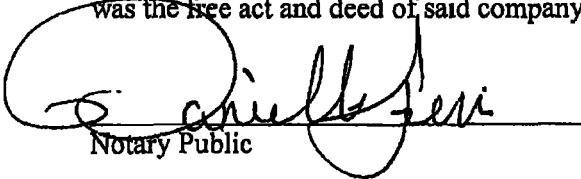

Notary Public

My Commission Expires 2-14-2011



STATE OF Kansas)
)
COUNTY OF Johnson) SS:

On this 14th of August, 2009, before me personally appeared Kevin Clark, to me personally known, who being duly sworn, stated that he/she is Vice President of LANSING SOUTH AMERICA, LLC, that said instrument was signed on behalf of said company pursuant to due authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My Commission Expires 2-14-2011



CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: _____

9/1/09



Robert W. Alvord